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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

MOVE, INC., a Delaware corporation;
MOVE SALES, INC., a Delaware
corporation; REALSELECT, INC., a
Delaware corporation,

Plaintiffs,

v.

COSTAR GROUP, INC., a Delaware
corporation; JAMES KAMINSKY, an
individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 2:24-cv-05607-GW-BFM

**PLAINTIFFS' SECOND AMENDED
COMPLAINT FOR:**

**(1) TRADE SECRET
MISAPPROPRIATION UNDER
THE DEFEND TRADE SECRETS
ACT, 18 U.S.C. § 1836;**

**(2) TRADE SECRET
MISAPPROPRIATION UNDER
THE UNIFORM TRADE SECRETS
ACT, CAL. CIV. C. § 3426 ET SEQ.;**

**(3) VIOLATION OF THE
COMPUTER FRAUD AND ABUSE
ACT, 18 U.S.C. §§ 1030(A)(2)(C),
(A)(4), (A)(5)(B), (A)(5)(C);**

**(4) VIOLATION OF THE
COMPREHENSIVE COMPUTER
DATA ACCESS AND FRAUD ACT,
CAL. P. C. §§ 502(C)(1)-(3), (7);**

(5) BREACH OF CONTRACT;

(6) PROMISSORY FRAUD

JURY TRIAL DEMANDED

1 Plaintiffs Move, Inc., Move Sales, Inc., and RealSelect, Inc. (collectively,
2 “Move”) hereby amend their first amended pleading and complain and allege, on
3 personal knowledge as to themselves and information and belief as to others, against
4 Defendants CoStar Group, Inc. (“CoStar”) and James Kaminsky, as follows:

5 **INTRODUCTION**

6 1. There is nothing wrong with lawful—even intense—competition. But
7 competitors should never be allowed to cheat and steal to get ahead. Mr. Kaminsky,
8 a former Move employee now employed by Move’s direct competitor, CoStar,
9 systematically invaded Move’s secure computer systems, secretly exfiltrated
10 Move’s trade secrets, and spied on Move’s real-time confidential electronic
11 documents, including while he was working for CoStar. He unlawfully accessed
12 Move trade secret files that, in the hands of a competitor, provide a massive unfair
13 competitive advantage, and could help CoStar increase traffic to its competing real
14 estate listing website, all to the detriment of Move.

15 2. Plaintiff Move operates the residential real estate listings service
16 located at Realtor.com, an industry leader in quality real estate listings as well as
17 content delivering expertise and entertainment in the real estate world. Realtor.com
18 benefits home buyers and sellers along with real estate brokers and agents by
19 promoting residential real estate listings to consumers and delivering an audience to
20 brokers and agents for listings and leads. Providing quality content on its website
21 has been at the core of Realtor.com’s successful strategy. For decades, Move has
22 invested heavily to build Realtor.com into the nationally recognized brand and
23 compelling user experience it is today.

24 3. Realtor.com has been well established for years as one of the most-
25 visited real estate listings websites in the United States. Based on reliable third-party
26 measurements of website traffic, Realtor.com is the second-most-visited real estate
27 listings website, behind Zillow and ahead of Redfin. Homes.com has not, until
28 recently, been a significant player in the industry.

1 4. CoStar, which historically focused on commercial real estate listings,
2 acquired residential listings site Homes.com in 2021 and has since been on an
3 aggressive mission to grow traffic to the fledgling site. CoStar publicly announced
4 it was spending \$1 billion in marketing and advertising for Homes.com and seeks to
5 surpass Realtor.com's website traffic as quickly as possible. Having built up market
6 and investor expectations to a fever pitch with its public pronouncements of
7 supposed success, CoStar is desperate to boost traffic to Homes.com. CoStar is
8 aggressively trying to increase traffic to Homes.com because online traffic and the
9 number of site visitors are key to the success of any real estate listing website and
10 the financial results of its business. Indeed, CoStar has recently invested hundreds
11 of millions of dollars to grow its content offering on Homes.com. The goal of this
12 investment is to use content to differentiate Homes.com from competitors and
13 increase visitors to the site.

14 5. Realtor.com has succeeded in building up significant website traffic,
15 and it uses various marketing strategies to increase and maintain that traffic,
16 including traditional advertising on television and across the Internet. Realtor.com
17 also relies on a strong, established, and successful "News & Insights" content
18 platform as part of its product offering and to attract real estate professionals,
19 consumers, and other visitors to Realtor.com. The News & Insights platform is
20 featured prominently on the Realtor.com website. Publishing content to attract
21 visitors to Realtor.com has been an important part of Move's strategy. The News &
22 Insights team creates and publishes quality content, working with groups across the
23 Realtor.com business and with others in the media to report and comment on real
24 estate and related topics. The News & Insights platform is a market leading offering,
25 generally viewed as the best in the business, that drives traffic to Realtor.com and
26 creates significant authority for the brand. News & Insights is key to building
27 Move's and Realtor.com's brand awareness, goodwill, and loyalty.

1 6. CoStar hired the former head of Realtor.com’s News & Insights group,
2 Defendant James Kaminsky in March 2024. For nearly a decade before joining
3 CoStar, Mr. Kaminsky led Realtor.com’s News & Insights group, with knowledge
4 of nearly every facet of the business, including strategy, financial investment and
5 results, organizational structure, and operational details, all information that would
6 be highly valuable to a business competitor focused on increasing its website traffic.
7 He has referred to the News & Insights group at Realtor.com as “an essential
8 branding and monetization engine for Realtor.com.” Now at CoStar, Mr. Kaminsky
9 is managing a team of writers. He has held himself out online as a “Content
10 Strategist,” “Senior Editorial Director,” “Team Leader,” and “Brand Builder.”
11 According to Mr. Kaminsky’s LinkedIn profile (which, based on information and
12 belief, he deleted after this lawsuit was filed), Mr. Kaminsky’s employer is
13 “CoStar,” and his title is “Editor, Homes.com.” Mr. Kaminsky manages and
14 supervises a team of ten other employees at CoStar working to build up new digital
15 content to attract website traffic in competition with Realtor.com.

16 7. In June 2024, Move discovered that CoStar, through its employee,
17 Mr. Kaminsky, brazenly and repeatedly accessed Move’s confidential and trade
18 secret information without authorization. Such information, in the hands of a
19 competitor, provides a massive unfair advantage to CoStar as it builds its content
20 offerings.

21 8. As he departed Move, Mr. Kaminsky stole confidential business
22 information, sending it to his personal email account on the last day he had access
23 to Move’s computer system. He established surreptitious, undetected ongoing access
24 that allowed him, as a CoStar employee in a division that develops content for
25 Homes.com, to spy on Move’s highly confidential documents stored on protected
26 computer systems. In an apparent attempt to cover his tracks, and following Move’s
27 termination of his employment, Mr. Kaminsky also deleted nearly a thousand files
28 from his password-protected Move computer. He deleted a large number of business

1 documents, including electronic files that appear to be related to Realtor.com's
2 content, plans, and strategy, as well as documents regarding the employees on the
3 Realtor.com News & Insights team. Mr. Kaminsky also wiped clean his entire
4 browsing history before finally, in late February 2024, returning to Move its laptop
5 computer. The browsing history deleted from the Move-issued laptop is
6 irrecoverable.

7 9. Since he left Move, for several months, including a significant period
8 of time in which he was employed by CoStar, until he was caught red-handed in a
9 confidential Move document, Mr. Kaminsky unlawfully exploited ongoing access to
10 Move's confidential and trade secret information which was being updated on a
11 regular basis by unsuspecting Move personnel in real-time. The valuable
12 information relates to business strategy, employee lists and contact information,
13 employee salary information, internal budgeting, industry contact lists, third party
14 collaborations, publication subjects, publishing schedules, assignments, financial
15 analyses, and a vast array of other competitively sensitive and valuable information
16 regarding Move's Realtor.com business. Mr. Kaminsky spied on Move's
17 confidential documents at least 37 times after CoStar hired him. He was only
18 stopped from accessing Move documents after a Move employee discovered him in
19 real-time accessing a confidential electronic Move file, at which point Move blocked
20 the access method he had established in his last days at Move. Even then, after
21 waiting a week, Mr. Kaminsky tried again to access a confidential Move document
22 but was blocked.

23 10. Mr. Kaminsky's accessing and viewing the misappropriated Move
24 information is within the scope of his employment by CoStar as a content editor for
25 Homes.com. Mr. Kaminsky's unlawful conduct—accessing and viewing a
26 competitor's confidential electronic files and trade secret information relating to the
27 business of creating content for an established residential real estate portal
28 (Realtor.com) while simultaneously working to create content for another residential

1 real estate portal (Homes.com) —was an extension of his employment with CoStar.
2 Mr. Kaminsky’s conduct was not simply incidental to CoStar’s business; rather, it
3 went to the heart of an important business objective at CoStar and his role at CoStar,
4 namely, the creation of quality content to drive website traffic to a residential real
5 estate listings website. The files and information Mr. Kaminsky accessed would
6 surely benefit and aid CoStar’s high-priority objective of creating quality content
7 and increasing online traffic to Homes.com.

8 11. Mr. Kaminsky also committed promissory fraud and breached multiple
9 promises he made in his employment contracts with Move. He promised when
10 leaving Move, while accepting a generous severance package, that he had returned
11 all material belonging to Move. That promise was knowingly false and made to
12 induce Move’s reliance on Mr. Kaminsky’s false promises. When he made those
13 promises, Mr. Kaminsky was already actively accessing Move’s documents without
14 authorization and had set up a system that would give him future unauthorized access
15 to Move’s electronic files. Mr. Kaminsky also violated federal and state anti-
16 computer fraud laws by accessing without authorization Move electronic documents
17 stored on protected computer systems.

18 12. CoStar and its employee Mr. Kaminsky must be held accountable.
19 Move requests that this Court stop Defendants’ unlawful competitive tactics and
20 hold them liable for computer fraud and trade secret misappropriation, enjoining
21 Defendants from unlawfully accessing Move’s protected computers and
22 misappropriating Move’s trade secrets. Move further requests that the Court hold
23 Mr. Kaminsky liable for his breaches of contract and for his fraudulent promise to
24 protect Move property as he implemented a scheme to do the opposite. As a result
25 of Defendants’ misconduct, Move is entitled to its actual damages, lost profits,
26 compensation for harm to Move’s reputation and the diminution in value of its trade
27 secrets, disgorgement of amounts by which Defendants have been unjustly enriched,
28 and available statutory damages. Move is also entitled to exemplary damages. Move

1 is further entitled to an award of the costs of this proceeding, including all attorneys'
2 fees and associated costs, court costs, and pre- and post-judgment interest, pursuant
3 to applicable statutes and contracts.

4 **PARTIES**

5 13. Plaintiff Move, Inc. is a Delaware corporation with significant
6 operations in California, including in Santa Clara, Santa Clara County, California
7 and Westlake Village, Los Angeles County, California. Move operates the real estate
8 listings service located at Realtor.com.

9 14. Plaintiff Move Sales, Inc., is a Delaware corporation and a wholly
10 owned subsidiary of Move, Inc. Move Sales, Inc. employed Defendant James
11 Kaminsky from June 2015 through January 2024.

12 15. Plaintiff RealSelect, Inc., is a Delaware corporation and a wholly
13 owned subsidiary of Move, Inc. RealSelect, Inc. is the entity that operates and does
14 business as Realtor.com.

15 16. Defendant CoStar Group, Inc. is a Delaware corporation with offices
16 nationwide, including in Irvine, California, Los Angeles, California, San Diego,
17 California, and San Francisco, California. CoStar owns and operates the real estate
18 listings service located at Homes.com as well as other websites, including
19 Apartments.com, ForRent.com, CorporateHousing.com, Land.com, and
20 LandandFarm.com.

21 17. Defendant James Kaminsky is an individual who resides in the state of
22 New York, but who previously worked for Move Sales, Inc., headquartered in
23 Westlake Village, California and who signed a written employment contract with
24 Move agreeing that California law would govern their agreement. Mr. Kaminsky
25 was formerly employed by Move Sales, Inc. from June 2015 to January 2024,
26 leading the News & Insights team for Realtor.com. He is now employed by CoStar.
27 According to Mr. Kaminsky's LinkedIn profile, he began working for CoStar in
28 March 2024.

1 18. Move is informed and believes, and on that basis alleges, that
2 Defendants DOES 1 through 10, inclusive, are individually and/or jointly liable to
3 Move for the conduct alleged herein. The true names and capacities, whether
4 individual, corporate, associate or otherwise, of Defendants DOES 1 through 10,
5 inclusive, are unknown to Move at this time. Accordingly, Move sues Defendants
6 DOES 1 through 10, inclusive, by fictitious names and will amend this Complaint
7 to allege their true names and capacities once ascertained.

8 **JURISDICTION AND VENUE**

9 19. Pursuant to 28 U.S.C. § 1331, this Court has subject matter jurisdiction
10 over this action based on the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*,
11 and the Computer Fraud and Abuse Act, 18 U.S.C. § 1030. This Court has
12 supplemental jurisdiction over the other claims pled herein pursuant to 28 U.S.C.
13 § 1367.

14 20. This Court has personal jurisdiction over CoStar Group, Inc. because it
15 conducts a substantial amount of business in California. CoStar has physical offices
16 in Irvine, California, Los Angeles, California, San Diego, California, and San
17 Francisco, California. CoStar also conducts business in California and owns and
18 operates multiple websites that target California, including Homes.com,
19 Apartments.com, ForRent.com, CorporateHousing.com, Land.com, and
20 LandandFarm.com. A substantial part of CoStar's misconduct occurred in
21 California, including its unlawful electronic access of multiple confidential Move
22 documents that were created by Move personnel in California and managed by those
23 Move personnel in California. CoStar's unlawful conduct targeted California, since
24 CoStar was aware that Move's headquarters are in California, that the Move
25 personnel who created and managed the documents at issue are in California, that
26 Move has significant relevant operations in California, and that harm to Move would
27 be felt in California.

28 21. This Court has personal jurisdiction over James Kaminsky because a

1 substantial part of his misconduct occurred in California, including his unlawful
2 access of multiple confidential Move documents that were created by Move
3 personnel in California and managed by those Move personnel in California.
4 Mr. Kaminsky's unlawful conduct targeted California, since he was aware that
5 Move's headquarters are in Santa Clara, California and that Move has significant
6 operations in Westlake Village, California, that the Move personnel who created and
7 managed the documents at issue are in California, and that harm to Move would be
8 felt in California. Mr. Kaminsky was also aware that any dispute with Move would
9 likely be litigated in California when he agreed that California law would govern his
10 written agreement with Move.

11 22. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because,
12 as described above, a substantial part of the events or omissions giving rights to the
13 claims pled herein against it occurred in the Western Division of this District.

14 **FACTUAL ALLEGATIONS**

15 23. In the real estate listing website industry, website traffic is critical.
16 Homes.com and Realtor.com make money by, among other things, providing real
17 estate agents prime placements for their online listings. Because consumers want to
18 use, and real estate professionals want to advertise on, the most popular platform,
19 size matters. In other words, website traffic is the lifeblood of the online real estate
20 listings business.

21 24. There is an entire industry devoted to providing independent
22 comparative measurements of web traffic. According to every independent third-
23 party source Move can identify—such as Comscore, Nielsen, Similar Web, or SEM
24 Rush—Realtor.com has for years been the second most-visited residential real estate
25 listings website in the United States, behind Zillow and ahead of Redfin. By every
26 independent third-party measure, Homes.com is last among the top four.

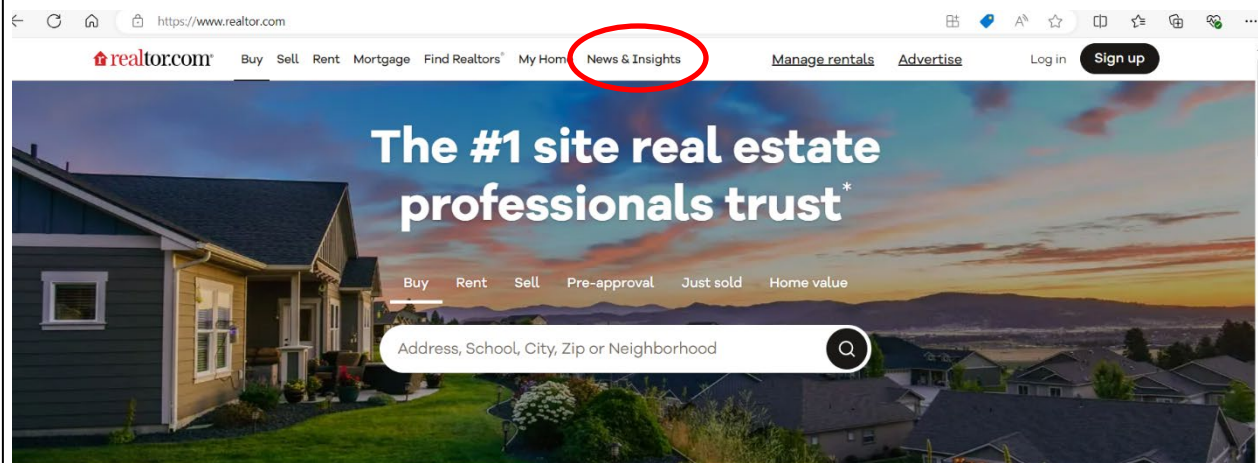
27 25. Desperate to increase its presence as a leading real estate listings site,
28 CoStar has invested heavily to develop content for Homes.com to boost its website

1 traffic. In July 2024, CoStar’s CEO said at a conference that CoStar had a thousand
2 people collecting and building content. The purpose of this army of content creators
3 is in part to increase search engine optimization, which in turn increases website
4 traffic. CoStar’s access, through one of its employees, to a competitor’s strategy for
5 driving traffic to its site, including a detailed analysis of which content is performing
6 best, sources of traffic, content publication schedules, strategic decisions and pivots,
7 content plans, and other similar confidential information is hugely beneficial to
8 CoStar. CoStar’s employee misappropriated from Move trade secret documents that
9 provide a blueprint for Move’s highly effective platform for creating content and
10 driving traffic to Realtor.com. Access to this blueprint would allow a competitor to
11 replicate Realtor.com’s effective content strategy, structure, and operations, thereby
12 giving it a significant boost in launching any competing digital product and building
13 an engine to drive additional website traffic.

14 **Move’s Highly Successful Realtor.com Business**

15 26. Realtor.com’s number two spot among the online real estate portals has
16 been hard won. It is the result of several interwoven strategies, implemented over
17 more than a decade. Realtor.com is considered the gold standard for real estate
18 listings based on its use of Multiple Listing Service (MLS) listings sourced from
19 hundreds of regional databases, and its affiliation with the National Association of
20 Realtors (NAR). Move has the exclusive license from the NAR (which owns the
21 “Realtor” mark) to use the Realtor.com URL for its business. In addition to real
22 estate listings, Realtor.com provides other insightful information, tools, and
23 professional expertise to those who visit the site. Homebuyers and sellers can track
24 a property’s value, view neighborhood market trends, read articles about real estate
25 markets and specific properties, learn about economics and market data, catch up on
26 trends, peruse celebrity real estate stories, and see other interesting aspects of the
27 website. Much of this valuable content is created and published by the News &
28 Insights team at Realtor.com.

27. Realtor.com's News & Insights platform is one of several methods to differentiate Realtor.com from its competitors, drive user traffic to Realtor.com, and maintain that traffic over time. It is a successful strategy; and in addition to driving traffic, it also creates enormous authority for the Realtor.com brand. News & Insights provides a competitive advantage to Realtor.com because Move has invested heavily in news-and-insights-type coverage compared with peer websites. As a result of its success, News & Insights enjoys a prominent location at the top center spot on the homepage at Realtor.com.



28. The News & Insights tagline is "Your Home For All Things Real Estate." Like a virtual newspaper on the Realtor.com website, News & Insights includes several different sections representing market segments, with stories relevant to each: Buying, Selling, Renting, Finance, Home Improvement, Celebrity Homes, News & Trends, and Living. News & Insights publishes daily journalistic stories alongside videos to provide best-in-class real estate content and drive consumer traffic to Realtor.com.

29. News & Insights is highly integrated with the wider Realtor.com site, and it operates in several ways to promote the overall goal of attracting site visitors. Its creative content informs and entertains a wide audience. That content also builds

1 and promotes the Realtor.com brand. News & Insights’ integration with the wider
2 Realtor.com site helps the site promote specific listings, brokers, and agents.

3 30. The News & Insights team at Move works actively with the company’s
4 Economics team to identify, curate, and develop content for the website and for
5 external content placement. The content frequently focuses on economic trends,
6 views on market dynamics, and the future of the housing market. The Economics
7 team also produces a weekly video for Realtor.com that is accessible through the
8 News & Insights section of Realtor.com.

9 31. Working hand in hand with the News & Insights platform and
10 Economics team is Move’s public relations program. This program is based on years
11 of business know-how and understanding of what consumers and third-party sites
12 are interested in and how Move can best raise Realtor.com’s profile through external
13 media. Move’s public relations professionals use the company’s network of
14 connections, years of proven experience, business relationships, and particular
15 methods to advance the company’s strategy. Their efforts raise Realtor.com’s profile
16 and encourage more visits to the website.

17 32. Like many other online companies, Move carefully monitors trends and
18 traffic patterns on its website. Understanding which content subjects and specific
19 articles are popular (or not) over time helps the Move team learn more about
20 Realtor.com’s customers and audience, helping Move improve decisions regarding
21 content, increasing the value of the content and bringing in even more site visitors
22 to Realtor.com. As Mr. Kaminsky explained, the “News & Insights section [was
23 built] into an industry-leading housing advice, news, and entertainment site for mass
24 consumers—and an essential branding and monetization engine for Realtor.com.” It
25 is the metrics and detailed analysis and strategy behind this content-driven
26 “monetization engine,” developed over many years, that Defendants
27
28

1 misappropriated without the investment or years of effort it would have otherwise
2 taken to develop legitimately.

3 **CoStar Aggressively Pushes into the Residential Portal Market**

4 33. CoStar has for some time dominated the market for online *commercial*
5 real estate listings. It owns LoopNet, a successful online marketplace for commercial
6 real property. In April 2021, CoStar made its foray into the residential real estate
7 listings market by purchasing Homes.com. At that time, Homes.com was a small
8 residential real estate listing platform receiving only about 5,000,000 unique
9 monthly visitors.¹

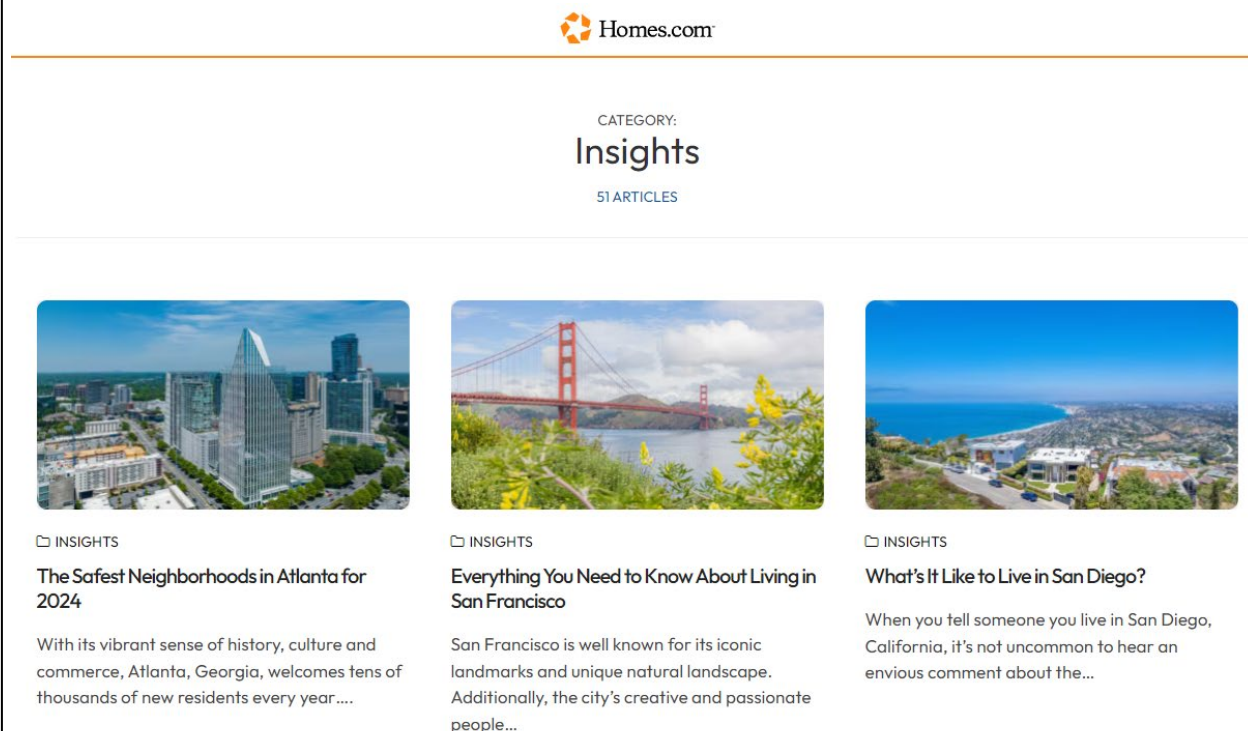
10 34. In 2023, CoStar embarked on a substantial investment to advance its
11 fledgling Homes.com business, declaring it would invest heavily into its Homes.com
12 site and work relentlessly to grow it to overtake Realtor.com. Leadership at CoStar
13 has stated repeatedly that Homes.com would focus on marketing and growing
14 visitors to Homes.com. CoStar's Form 10-K filing dated February 2024 further
15 detailed the company's "Homes.com monetization strategy." That filing also stated
16 CoStar's goal of "grow[ing] the numbers of users of, and subscribers to and
17 advertisers on, our marketplaces" including Homes.com. As CoStar stated, that goal
18 necessarily involves "enhanc[ing] user and advertiser awareness of [CoStar's]
19 brands."

20 35. CoStar recently began what it has called the largest real estate platform
21 marketing campaign in history, for the purpose of driving traffic to Homes.com and
22 more effectively competing with Zillow, Realtor.com, and Redfin. As part of its
23 aggressive campaign, CoStar publicly declared it would spend \$1 billion in
24
25
26

27 ¹ See "CoStar Group to Acquire Residential Listing Site Homes.com," April 14,
28 2021, <https://www.costargroup.com/costar-news/details/costar-group-to-acquire-residential-listing-site-homes.com> (stating, as of April 2021, that "[a]pproximately 5 million people visit the Homes.com website each month").

advertising for Homes.com, with, for example, multiple television advertisements appearing in the 2024 Super Bowl telecast.

36. As part of its broad strategy to drive up website traffic, CoStar apparently wants to create a rival content platform. It has created and published on its Homes.com website articles on subjects such as homeowner associations, loan products, the best cities to live in, house-selling advice, and other subjects of interest to those in the real estate industry and consumers who may be looking for residential real estate. CoStar maintains a blog on its Homes.com website with an “Insights” category that includes more than 50 articles. New articles are posted on the blog every few days. A screenshot of Homes.com’s “Insights” page is below.



37. CoStar has not had an internal news platform at Homes.com nor a strong public relations program for the website. In Spring 2024, however, CoStar hired Mr. Kaminsky after his departure from leading the News & Insights team at Realtor.com. CoStar also began advertising for a new role: Director of PR & Communications for Homes.com. According to CoStar’s recruiting advertisement, it sought to hire a Director to “develop and implement a comprehensive

1 communications strategy that will grow awareness, engagement, media impressions,
2 and share of voice for the Homes.com brand, and to promote the brand to key media
3 outlets as the leader in the residential industry, rental market industry and consumer
4 insights space.”

5 38. There have been inconsistent statements from Defendants about the
6 precise nature of Mr. Kaminsky’s role at CoStar. CoStar’s CEO labeled
7 Mr. Kaminsky a “relatively junior employee writing descriptions of condominium
8 buildings in New York City.” But Mr. Kaminsky held himself out on LinkedIn as a
9 “Content Strategist,” “Senior Editorial Director,” “Team Leader,” and “Brand
10 Builder.” He has over the past two decades served companies as an “editorial
11 executive,” “top editor,” “top creative executive,” “chief content officer,” “editor in
12 chief,” “executive editor,” and “senior editorial director.” Mr. Kaminsky’s title at
13 CoStar is “Editor, Homes.com.” While CoStar’s CEO asserted that Mr. Kaminsky
14 is a junior employee and Mr. Kaminsky’s LinkedIn profile labeled his roles and
15 experience as senior, the General Counsel of CoStar has stated that Mr. Kaminsky
16 is a “mid-level manager.” The accurate specifics of Mr. Kaminsky’s role and duties
17 at CoStar—whether he is junior, mid-level, or senior—will be revealed in discovery.
18 But whatever the specifics, there is no doubt his position at CoStar involves creating
19 and editing content for a residential real estate listings website for the purpose of
20 driving traffic to that website. Nor is there any doubt that the trade secret documents
21 misappropriated from Move relate to its business of creating and editing content for
22 a residential real estate listings website for the purpose of driving traffic to its
23 website. The misappropriation of Move’s documents is highly relevant to and
24 inherent in Mr. Kaminsky’s work for CoStar.

25 39. Mr. Kaminsky’s exfiltration of company information including
26 compensation details for key members of the Realtor.com News & Insights team,
27 and his access to confidential, internal Move documents relevant to the setup and
28 operations of those teams, provides to CoStar a significant—and unfair—

1 competitive benefit. As Move's competitor, CoStar, through its employee
2 Mr. Kaminsky, is able to enjoy Move's decade of experience, know-how, and
3 competitive trade secrets, which were developed at great expense and with much
4 trial and error. CoStar can use those trade secrets to, if it chooses, develop and launch
5 a competing product or improve CoStar's existing platform. CoStar, through
6 Mr. Kaminsky, has unauthorized access to nearly every aspect of Realtor.com's
7 News & Insights internal data and metrics. This benefit has not yet been quantified
8 in terms of commercial value but encompasses years' worth of proprietary business
9 methods and trade secret information integral to designing, constructing, and
10 operating Move's successful Realtor.com strategy.

11 **Misappropriated Documents Contain Move's Valuable Trade Secrets**

12 40. As alleged above, Realtor.com's News & Insights platform is a
13 significant driver of traffic to Realtor.com, a source of authority and value for its
14 brand, and a "monetization engine" for Move. And, like any press outlet, News &
15 Insights derives value and success from its ability to identify, develop, and generate
16 compelling content to attract, build, and maintain an audience. Move does this using
17 years of experience and deep knowledge of its business and audience to identify,
18 curate, and develop stories that will most effectively drive traffic to Realtor.com,
19 promote the Realtor.com brand, and bring value to its professional real estate
20 customers. Similarly, Move's public relations program (managed by Move's
21 Communications team) is successful in large part because of its contacts,
22 relationships, and knowledge in the media world. These teams work together. They
23 maintain confidential documents containing valuable information about the team's
24 in-progress stories, ideas for future stories, and the way those planned and proposed
25 stories tie into wider Realtor.com efforts, going to the heart of the team's journalistic
26 function. The documents also identify communication strategies, ongoing
27 communications with third parties regarding stories and collaboration efforts, and
28 valuable lists of third-party sources, including contact information and affiliation

1 information. These and other electronic documents are stored by Move personnel on
2 protected computer systems.

3 41. One such electronic document is a confidential strategy presentation
4 titled “N&I Audience and Revenue for PMDLT.” The presentation assesses and
5 analyzes the impact of certain types of website content on user engagement and
6 traffic growth. It explains the different categories of content Move publishes on its
7 site and the carefully calibrated mix of content that Move uses to maximize traffic
8 and engage users. It also contains confidential information about how Move
9 syndicates content to engage and attract users to Realtor.com, discusses Move’s
10 strategies for search engine optimization, including its return on investment, contains
11 data about its effectiveness at attracting visitors who become potential leads for real
12 estate professionals, and conveys that the News & Insights content team at
13 Realtor.com is one of the most important differentiators between Realtor.com and
14 its several competitors. In short, it contains a wealth of competitive intelligence that
15 any company in the online residential real estate listings business could use to adjust
16 or improve its own advertising spend and search engine optimization tactics.

17 42. Another important and confidential Move electronic file is referred to
18 as the “Comms + Econ + N&I Project Call” document. After Mr. Kaminsky
19 unlawfully accessed and viewed this document, Move stopped using it and migrated
20 the information to a new document. The substance of this several-hundred-page
21 document is a treasure trove of competitively valuable information, reflecting the
22 strategy, shared information, and decision making that takes place in regular
23 meetings between the Communications, Economics, and News & Insights teams.
24 The version of the Comms + Econ + N&I Project Call document that Mr. Kaminsky
25 accessed is a “living,” electronically stored document, owned and managed by
26 Move’s Westlake Village, California team. Users with authorization to access it can
27 log on and see edits and updates that other users have made to the document. The
28 document contains valuable information pertaining to traffic data for each of

1 Realtor.com's top-performing stories, including page views and the sources of that
2 traffic, the stories Realtor.com will run, strategic pivots the teams are making,
3 metrics about which stories are performing best (and which subjects / stories are not
4 performing), and how Realtor.com is using those metrics to inform its plans for
5 News & Insights. The Comms + Econ + N&I Project Call document also contains
6 lists of the reporter contacts the company has garnered over the years, those
7 reporters' beats and interests, ongoing projects, and other key information integral
8 to the success of Move's strategy. Move uses the information contained in the
9 Comms + Econ + N&I Project Call document as a detailed business plan for the
10 entire News & Insights, Communications, and Economics strategy of Realtor.com,
11 rich with information about how those teams operate, how they work together, and
12 how they contribute to the platform's wider success. The version Mr. Kaminsky
13 accessed was updated weekly by Move personnel and contains nearly four years of
14 confidential information.

15 43. Another document containing Move's trade secret information is
16 referred to as the "Editorial Budget." This document is updated daily by Move
17 personnel and provides hour-by-hour information about the content that will appear
18 on Realtor.com. It reflects the experience and business methods used to develop
19 stories that will most effectively attract an audience and drive traffic to Realtor.com.
20 The document is a real-time road map for Move's strategic timing and planning of
21 its news content. Like the Comms + Econ + N&I Project Call document, the Editorial
22 Budget is a "living," electronic document that authorized users can log into and
23 access using their Move credentials.

24 44. Move also maintains internal documents that lay out its planned future
25 strategies for its News & Insights platform that are not publicly known.

26 45. As News & Insights serves as a journalistic arm within Move, these
27 documents are at the heart of its business and competency.
28

1 46. The documents described in the preceding paragraphs are examples of
2 documents containing Move's confidential and proprietary information. Move
3 maintains many additional documents with such information, critical to its search
4 engine optimization strategy and managing the collaborative efforts of its News &
5 Insights, public relations / Communications, and Economics teams.

6 47. These documents and other materials, as a whole, constitute a detailed
7 blueprint of confidential and proprietary documents that reveal core business
8 strategies for driving traffic to Realtor.com and form the basis for running the News
9 & Insights platform as integrated with other aspects of the company. There are
10 dozens to hundreds of individual confidential documents and pieces of valuable
11 information that, together, are essential ingredients for building and running a
12 successful News & Insights team and platform.

13 48. The trade secrets in these documents fall into several categories,
14 including but not limited to the following:²

- 15 a. Site traffic and unique user data and metrics related to content on
16 Realtor.com, including information about high- and low-
17 performing content, sources of traffic of Realtor.com, and
18 strategy showing how those metrics will influence the future
19 direction and content of the site;
- 20 b. Strategies and tactics concerning the mix of content on
21 Realtor.com, including data as to page views of certain subject
22 matters and real-time information about the topics and content of
23 stories that will appear on Realtor.com before they are published;
- 24 c. Search engine optimization strategies and tactics, including
25 using content to generate organic, high-quality traffic to
26

27 ² To safeguard its confidential and proprietary information, Move is intentionally
28 withholding details of its strategy, internal plans, financial analyses, and trade secrets
from this pleading. Move will continue to furnish such information as needed with
appropriate confidentiality protections in place as this litigation progresses.

1 Realtor.com, and deriving further value from the News &
2 Insights platform;

3 d. Financial data and analyses, including Move's investment,
4 spending, revenue, and profits derived from the publication of
5 content on Realtor.com and syndication of Realtor.com content
6 through distribution channels;

7 e. Strategies and tactics for managing the structure and operations
8 of, and successfully running, the News & Insights and
9 Communications teams in support of Move's Realtor.com
10 business;

11 f. Strategies and tactics for using content on Realtor.com to amplify
12 Move's brand among consumers and real estate professionals;

13 g. Information concerning conversion of Realtor.com website
14 visitors into monetizable leads for real estate professionals;

15 h. Plans and strategies for working with other news and media
16 organizations to grow traffic and unique users for Realtor.com;

17 i. Plans and concepts for future article content subject matter on
18 Realtor.com;

19 j. Competitive research and intelligence concerning social media
20 exposure for online residential real estate portals;

21 k. Compilations of public relations and/or news reporter identities,
22 contact information, and relationship data concerning particular
23 reporters such as content interests and ongoing projects; and

24 l. Lists of employees, their roles and responsibilities within the
25 organization, and employee compensation information.

26 49. Move's trade secrets derive independent economic value from not
27 being generally known to, and not being readily ascertainable through proper means
28 by, Move's competitors (like CoStar) or other persons who can obtain, extract, or

1 exploit economic value from the disclosure or use of the information. These
2 documents, in the hands of a competitor, would be incredibly valuable to the
3 competitor and very harmful to Move. Just as a newspaper would gain an advantage
4 from being able to scoop a rival publication's stories and see the internal processes
5 that drive its success, here, another real estate listings site would gain immense value
6 from reading the key documents at the center of Realtor.com's successful content
7 creation and communications team. Confidential information about the operations
8 of Move's highly successful platform and team, including its composition, meeting
9 schedules, internal processes, areas of responsibility, reporting structures, financial
10 impact, and work-streams are similarly incredibly valuable to a rival that is looking
11 to improve its content engagement and increase the number of visitors to its site.

12 50. Move has taken numerous steps to ensure the confidentiality of its
13 confidential information, including the misappropriated documents at the center of
14 this case. These efforts include (a) requiring employees to sign confidentiality
15 agreements in connection with their employment and acknowledge employment
16 policies containing confidentiality provisions; (b) requiring departing employees to
17 confirm confidentiality protections; (c) requiring vendors to sign confidentiality
18 agreements; (d) implementing physical security on office locations, including
19 physical barriers, keycard access, and locks on doors; (e) password requirements
20 for local and computer network access; (f) multifactor authentication for access to
21 the Move network; (g) use of security software and firewalls; (h) encryption of
22 employee laptops; and (i) training for employees that includes security and
23 confidentiality components.

24 **Mr. Kaminsky's Access to and Promises to Protect Confidential Information**

25 51. Mr. Kaminsky began employment with Move Sales, Inc. in June 2015,
26 and for nearly a decade he ran Move's News & Insights department. By the end of
27 his employment, his title was Senior Editorial Director, and he led the News &
28 Insights team. In this role, Mr. Kaminsky regularly accessed the News & Insights

1 and Communications teams' key documents, including the N&I Audience and
2 Revenue for PMDLT document, Comms + Econ + N&I Project Call document,
3 Editorial Budget, and others.

4 52. When Mr. Kaminsky started his employment with Move, he signed a
5 contract titled "Employee Invention Assignment and Confidentiality Agreement"
6 ("Confidentiality Agreement"). There, Mr. Kaminsky acknowledged that while
7 working for Move he would have access to the company's trade secrets and
8 confidential information. He agreed to hold such information in "strict confidence
9 and trust," and not to "use or disclose it" "without the prior written consent" of
10 Move. Mr. Kaminsky also agreed that, upon termination of his employment with
11 Move, he would "not take with [him] any documents or materials or copies thereof"
12 containing Move's confidential or trade secret information. Also in the
13 Confidentiality Agreement, Mr. Kaminsky agreed he would notify Move in writing
14 of any employment he accepted for one year following the end of his employment
15 with Move. The Confidentiality Agreement specified that the notice was to be
16 provided "in writing by U.S. Mail, return receipt requested, within ten (10) calendar
17 days of accepting employment with any other employer[.]" The notice was required
18 to "include the name, address, and telephone number of the new employer(s), the
19 date employment begins, and the duties to be performed[.]"

20 **Mr. Kaminsky Departs Move and Exfiltrates Trade Secrets to CoStar**

21 53. On or about January 10, 2024, Move notified Mr. Kaminsky that his
22 position at the company would end as part of a reduction in force. Mr. Kaminsky
23 was notified that his last working day would be January 12, 2024, and his
24 employment would officially terminate on January 19, 2024.

25 54. Also on January 10, 2024, Move provided Mr. Kaminsky with a written
26 offer titled "Terms of Separation," which, if accepted and countersigned by
27 Mr. Kaminsky, would constitute his separation agreement with Move ("Separation
28

1 Agreement”). The Separation Agreement provides that Mr. Kaminsky would receive
2 a substantial severance payment, along with other benefits.

3 55. Mr. Kaminsky signed and returned the Separation Agreement to Move
4 on January 25, 2024. When he did, he “represent[ed] and warrant[ed]” in writing
5 that he had returned to Move, or would return to Move as soon as reasonably
6 practicable, “all tangible or intangible property or data” belonging to Move, “of any
7 type whatsoever[.]” Mr. Kaminsky also promised that he would “continue to be
8 bound by the terms of the Confidentiality Agreement” and that he would hold all
9 confidential and trade secret information “in the strictest confidence,” and would not
10 make use of such information “on behalf of anyone.” He confirmed he had
11 “delivered to [Move] all documents and data of any nature” containing or pertaining
12 to confidential or trade secret information, and that he had “not retained any such
13 documents or data or any reproduction thereof.”

14 56. In or before March 2024, Mr. Kaminsky began working for Move’s
15 competitor CoStar as Editor for Homes.com. According to Mr. Kaminsky’s public
16 LinkedIn resume, he is employed by “CoStar Group” and was hired to “oversee[]
17 the development and execution of a dynamic new category of luxury housing
18 coverage” for Homes.com. His role, according to his LinkedIn profile, includes
19 “[m]anaging and editing a team of 10 full-time architecture and style writers to create
20 unique reported content[.]” Mr. Kaminsky did not notify Move he had accepted
21 employment with CoStar, as he promised Move he would. On information and
22 belief, Mr. Kaminsky withheld this information from Move to avoid detection of the
23 misconduct outlined in this Complaint.

24 57. After Mr. Kaminsky started working for CoStar, Move discovered that
25 Mr. Kaminsky had exfiltrated confidential and trade secret material in his last days
26 working for Move, creating for himself ongoing surreptitious access to Move’s live
27 internal electronic documents. In the days after Mr. Kaminsky was notified that his
28 employment with Move would terminate, he used his Move email address to send

1 his personal Gmail email account dozens of emails containing Move information.
2 Among other items, on January 12, 2024, Mr. Kaminsky emailed himself
3 employment summaries of several of the individuals on the Realtor.com News &
4 Insights team, including their job titles, descriptions, and salary and other
5 compensation information. After initially swearing under oath that he no longer had
6 access to these employment summaries and other Move documents, Mr. Kaminsky
7 confessed that the employee summaries remain in his inbox.

8 58. Move also discovered that, after Mr. Kaminsky's last day of
9 employment with Move, but before he returned to Move a company-issued,
10 password-protected laptop that had been in his possession, Mr. Kaminsky deleted a
11 massive volume of files and data from that company-issued laptop. On February 19,
12 2024, Mr. Kaminsky deleted nearly a thousand electronic files from the Move laptop
13 and deleted his entire browsing history before shipping it back to Move. Although
14 Defendants suggest the focus of Mr. Kaminsky's efforts to collect and delete data
15 was personal (*e.g.*, CoStar's CEO has stated "He didn't do anything wrong, he had
16 his personal stuff on his computer, and he was just taking his personal stuff," and
17 Mr. Kaminsky submitted a declaration to the Court stating "I think the act of deleting
18 my personal files, emails and browser history is basic privacy hygiene"), a large
19 number of the files Mr. Kaminsky deleted were not personal but appear from their
20 file names to be business files related to Move plans, strategy, and employees. A
21 number of the deleted files also appear from their file names to be from the same
22 secure electronic cloud storage service that Mr. Kaminsky repeatedly accessed after
23 he left Move.

24 59. In addition, Mr. Kaminsky admits that on January 11 and 12, 2024, he
25 used his Move email address to grant access to his personal Gmail address for several
26 of Move's internal documents stored on protected computer systems. The documents
27 to which he granted himself access included the Comms + Econ + N&I Project Call
28 document, the Editorial Budget document, confidential documents containing

1 Move's plans and strategies for deriving further value from the News & Insights
2 platform, and more. Ongoing access to these documents would allow Mr. Kaminsky
3 to continue to access, copy, and spy on Move's internal documents from outside the
4 company after he departed Move. He could print them or download them, take screen
5 shots, and generally enjoy surreptitious access to highly sensitive information he
6 knew would be updated daily or weekly by the team at Realtor.com.

7 60. Mr. Kaminsky admits that he accessed and viewed Move documents
8 numerous times in the following months, including after he began working for
9 CoStar, going undetected until June 2024. Indeed, the documents' internal logs
10 indicate that Mr. Kaminsky accessed Move's documents at least 37 times after he
11 began working for CoStar in March 2024. This access included viewing and spying
12 on Move's regularly updated Comms + Econ + N&I Project Call and Editorial
13 Budget documents, which provided real-time updates on the News & Insights and
14 Communications teams' planning, strategy, and other confidential information. It
15 also included downloading and/or printing, as well as repeatedly accessing and
16 viewing the document "N&I Audience and Revenue for PMDLT," which contained
17 granular viewer-engagement data regarding types of content published by the News
18 & Insights team, detailed data regarding site users and traffic, and sources of traffic
19 to the site. After initially denying under oath that he printed this or other documents,
20 Mr. Kaminsky admitted he had in fact printed a portion of the "N&I Audience and
21 Revenue for PMDLT."

22 61. Mr. Kaminsky, a CoStar employee responsible for managing a team of
23 content creators, was accessing Move's highly confidential trade secret files (and
24 thus acquiring knowledge of Move's trade secrets) regarding Realtor.com's content
25 strategy and operations, repeatedly returning to access the trade secret files because
26 he knew the information was being regularly updated by Move personnel. At the
27 time Mr. Kaminsky's unauthorized access was discovered and promptly cut off in
28 early June 2024, the documents provided specific updates and planning stretching

1 months into the future, through August 2024. The unlawfully accessed documents,
2 however, contain strategy and planning trade secret information that are still being
3 relied on by Move and are at the core of Move's business. They are therefore relevant
4 well beyond August 2024.

5 62. Move has incurred costs exceeding \$5,000 as a result of
6 Mr. Kaminsky's unauthorized access to Move's protected computer systems. The
7 infiltration of Move's internal systems disrupted and economically impacted the
8 company, its personnel, and its business. Since the first day Mr. Kaminsky's
9 unauthorized digital presence was discovered in Move's confidential business
10 documents, Move employees, including some in management and executive
11 positions, have had to devote some of their working hours to addressing,
12 investigating, and remedying that security breach. The investigation diverted those
13 employees away from their regular business activities. It involved an IT security
14 response, interviews, and assessments of the breach. Part of the security response
15 also involved taking steps to secure Move's computer systems and prevent
16 Mr. Kaminsky from being able to continue accessing Move's secure Google Drive.
17 Ultimately, more than a dozen Move employees had their work disrupted as they
18 diverted attention away from their usual tasks, spending valuable time assisting with
19 the investigation into Mr. Kaminsky's misconduct over a four-week period.

20 63. In addition, Move retained a forensics expert to investigate the scope of
21 Mr. Kaminsky's intrusions and to assess the damage he caused. As part of the
22 forensic expert's investigation, Move learned that Mr. Kaminsky deleted nearly a
23 thousand electronic files from his Move laptop and deleted his entire browsing
24 history, irretrievably destroying those files and data.

25 64. Despite serious allegations that one of CoStar's employees had
26 misappropriated sensitive and confidential information, including trade secret
27 information, from its competitor Move, CoStar's general counsel publicly called the
28 claims "the pimple on the elephant of [his] litigation (duties)" and "not even

1 something [he was] going to think about.” Moreover, after being sued over its
2 employee’s theft of Move’s trade secrets and learning about Mr. Kaminsky’s
3 unauthorized access to Move’s electronic files while employed by CoStar, CoStar’s
4 CEO did not publicly admonish Mr. Kaminsky or apologize for his unlawful
5 conduct; instead, he appeared to endorse the conduct by publicly declaring that the
6 lawsuit was “laughable” and CoStar’s employee didn’t do anything wrong. But there
7 is plainly nothing laughable or appropriate about Mr. Kaminsky’s conduct.
8 Unlawfully accessing a competitor’s secure electronic files and stealing trade secrets
9 that would help CoStar design and build a copy of a highly successful component of
10 Move’s business is unlawful and contrary to fair competition.

11 65. Although CoStar insists that Mr. Kaminsky did nothing wrong,
12 Defendants have thus far refused to produce to Move the forensic images they made
13 of Mr. Kaminsky’s CoStar-issued computing devices, which Mr. Kaminsky would
14 have been using during the time he was unlawfully accessing Move’s confidential
15 and trade-secret information.

16 **FIRST CLAIM FOR RELIEF**

17 **(Trade Secret Misappropriation Under the Defend Trade Secrets Act, 18**

18 **U.S.C. § 1836, *et seq.*)**

19 **(All Plaintiffs against all Defendants)**

20 66. Move repeats and realleges each and every allegation contained in
21 Paragraphs 1 through 65 as if fully set forth herein.

22 67. Move owns and possesses certain confidential and proprietary
23 information properly defined as a “trade secret” pursuant to 18 U.S.C. § 1839(3).
24 Specifically, as described above, Move is the owner of trade secrets, including
25 (a) site traffic and unique user data and metrics related to content on Realtor.com;
26 (b) strategy showing how those metrics will influence the future direction and
27 content of the site; (c) strategies and tactics concerning the mix of content on
28 Realtor.com, including page views and real-time updated information about the

1 topics and content of stories that will appear on Realtor.com before they are
2 published; (d) search engine optimization strategies and tactics; (e) financial data
3 and analyses and syndication of Realtor.com content through distribution channels;
4 (f) strategies and tactics for managing the structure and operations of, and
5 successfully running, the News & Insights and Communications teams in support of
6 Move's Realtor.com business; (g) strategies and tactics for using content on
7 Realtor.com to amplify Move's brand among consumers and real estate
8 professionals; (h) information concerning conversion of Realtor.com website
9 visitors into monetizable leads for real estate professionals; (i) plans and strategies
10 for working with other news and media organizations to grow traffic and unique
11 users for Realtor.com; (j) plans and concepts for future article content subject matter
12 on Realtor.com; (k) competitive research and intelligence concerning social media
13 exposure for online residential real estate portals; (l) compilations of public relations
14 and/or news reporter identities, contact information, and relationship data
15 concerning particular reporters such as content interests and ongoing projects; and
16 (m) lists of employees, their roles and responsibilities within the organization, and
17 employee compensation information.

18 68. Move's trade secrets derive independent economic value from being
19 not generally known to, and not being readily ascertainable through proper means
20 by, other persons who can obtain economic value from the disclosure or use of the
21 information.

22 69. Move has made strong efforts to preserve the confidentiality of its trade
23 secrets through the measures set forth above, including but not limited to (a)
24 requiring employees to sign confidentiality agreements in connection with their
25 employment and acknowledge employment policies containing confidentiality
26 provisions; (b) requiring departing employees to confirm confidentiality protections;
27 requiring vendors to sign confidentiality agreements; (c) implementing physical
28 security on office locations, including physical barriers, keycard access, and locks

1 on doors; (d) password requirements for local and computer network access; (e)
2 multifactor authentication for access to the Move network; (f) use of security
3 software and firewalls; (g) encryption of employee laptops; and (h) training for
4 employees that includes security and confidentiality aspects.

5 70. As described above, and under the doctrine of respondeat superior,
6 Defendants without permission, accessed, acquired, disclosed, and/or
7 misappropriated certain of Move's trade secrets through the exfiltration of
8 confidential and proprietary documents and surreptitious continuing access to
9 Move's real-time electronic documents after the end of Mr. Kaminsky's
10 employment with Move, including while Mr. Kaminsky was employed by CoStar.
11 Mr. Kaminsky knew before he was employed by CoStar and while he was employed
12 by CoStar that the trade secrets were accessible and could be acquired through
13 improper means because he had established surreptitious, continuing access to
14 protected computer systems that contained those trade secrets. Mr. Kaminsky's
15 accessing and misappropriating Move's trade secrets was within the scope of his
16 employment as a CoStar content editor and benefited CoStar. It was foreseeable
17 from his duties at CoStar and an outgrowth of his employment at CoStar. Accessing
18 and misappropriating these trade secrets relating to the creation of content for an
19 online residential real estate listings business was relevant to his employment with
20 CoStar and is typical to CoStar's efforts to create content for its on-line residential
21 real estate listings business.

22 71. At all relevant times, Defendants knew or had reason to know that their
23 knowledge of, access to, use of, and disclosure of Move's trade secrets was without
24 permission.

25 72. On information and belief, if Defendants are not enjoined, they will
26 continue to misappropriate Move's confidential and trade-secret information for
27 their own benefit and to Move's detriment.
28

73. Defendants' misappropriation of Move's confidential and trade secret information has caused and threatens to cause substantial injury to Move, including, but not limited to actual damages, lost profits, harm to Move's reputation, and the diminution of the value of its trade secrets. In addition, Defendants have been and will be unjustly enriched by their misappropriation of Move's confidential and trade secret information.

74. Move therefore seeks injunctive relief pursuant to 18 U.S.C. § 1836(b)(3)(A) to protect the secrecy of its confidential and trade secret documents and information and to remedy injury to Move's business interests. Move will suffer irreparable harm absent the requested injunctive relief.

75. Move also seeks an award of actual damages in an amount to be proven at trial under 18 U.S.C. § 1836(b)(3)(B).

76. Further, as Defendants have misappropriated Move's confidential information and trade secrets for an improper purpose and in a willful and malicious manner, Move seeks exemplary damages for the maximum amount allowed under 18 U.S.C. § 1836(b)(3)(C) and attorneys' fees under 18 U.S.C. § 1836(b)(3)(D).

SECOND CLAIM FOR RELIEF

(Trade Secret Misappropriation Under California's Uniform Trade Secrets

Act, Cal. Civ. Code § 3426, *et seq.*)

(All Plaintiffs against all Defendants)

77. Move repeats and realleges each and every allegation contained in Paragraphs 1 through 76 as if fully set forth herein.

78. For the same reasons set forth above in relation to the First Claim for Relief, Paragraphs 66 through 76, Move's trade secrets are protectable under California state law pursuant to California Civil Code Section 3426.1(d), Move used reasonable efforts to protect its trade secrets, and Defendants misappropriated the trade secrets.

1 79. Defendants' misappropriation of Move's trade secrets has directly and
2 proximately caused damage to Move including, but not limited to actual damages
3 and the diminution of the value of its trade secrets. Defendants will be unjustly
4 enriched by their misappropriation of Move's confidential information and trade
5 secrets.

6 80. Defendants' misappropriation of Move's trade secrets was willful and
7 malicious.

8 81. Move has no adequate remedy at law, and Defendants' actions will
9 continue to cause Move irreparable injury unless enjoined.

10 82. Move is accordingly entitled to injunctive relief against Defendants to
11 prevent further damage and harm to Move. *See id.* at § 3426.2. Move is also entitled
12 to damages, including exemplary damages, and attorneys' fees, in amounts to be
13 proven at trial. *See id.* at § 3426.3.

14 **THIRD CLAIM FOR RELIEF**

15 **(Violation of the Computer Fraud and Abuse Act, 18 U.S.C. §§ 1030(a)(2)(C),**
16 **(a)(4), (a)(5)(B), (a)(5)(C))**

17 **(All Plaintiffs against all Defendants)**

18 83. Move repeats and realleges each and every allegation contained in
19 Paragraphs 1 through 82 as if fully set forth herein.

20 84. During Mr. Kaminsky's last days of employment with Move, he used
21 his authorized Move email account to grant access to Move's electronically stored
22 documents for his unauthorized personal Gmail account.

23 85. In so doing, Mr. Kaminsky created an unauthorized and ongoing
24 electronic connection to Move's living, electronic documents, which was not known
25 to Move and which Mr. Kaminsky knew or had reason to know was not approved
26 by Move. Indeed, Mr. Kaminsky warranted he was not retaining access to any
27 tangible or intangible property upon his departure from the company.

1 86. After he was no longer employed by Move, Mr. Kaminsky apparently
2 tried to cover his tracks by knowingly and intentionally accessing a Move laptop
3 computer without authorization and deleting nearly a thousand electronic files and
4 the entire browser history from that protected computer.

5 87. After surreptitiously creating an ongoing, live connection to Move's
6 electronic documents and emailing other documents to his personal email address,
7 and after no longer being a Move employee, Mr. Kaminsky intentionally accessed
8 without authorization, and viewed and obtained information from, Move's protected
9 electronic documents, stored on its password-protected cloud-based platform,
10 dozens of times from outside of the company.

11 88. While working for CoStar in a role managing a team of other CoStar
12 employees, Mr. Kaminsky continued to access and view Move's electronic
13 documents relating to topics within the scope of Mr. Kaminsky's employment with
14 CoStar. CoStar therefore vicariously accessed Move's electronic documents without
15 authorization through its employee in a management role, Mr. Kaminsky, and is
16 liable under a theory of respondeat superior.

17 89. The computers and computer systems Mr. Kaminsky accessed without
18 authorization were used to conduct Move's business and therefore were used in and
19 affected interstate and foreign commerce and communications.

20 90. Mr. Kaminsky accessed Move's computers with intent to defraud—
21 namely, with the intent to deceive Move and cheat it by stealing its confidential and
22 proprietary information and documents.

23 91. By repeatedly accessing Move's protected computers and viewing
24 Move's confidential and proprietary information and documents, Mr. Kaminsky
25 furthered his intended fraud and obtained valuable information.

26 92. Mr. Kaminsky's deletion of electronic files from Move's laptop
27 computer, and his and CoStar's repeated unauthorized and continuing access to
28 Move's electronic documents, stored on a protected computer system, has caused

1 substantial damage and loss to Move in amounts to be proven at trial but far
2 exceeding \$5,000 in a one-year period. As discussed above, Move has, for example,
3 expended significant resources to investigate the scope of Mr. Kaminsky's
4 intrusions, secure Move's computer networks following Mr. Kaminsky's breach,
5 and assess potential damage he may have caused. Mr. Kaminsky's conduct also
6 impaired the integrity and availability of data and information.

7 **FOURTH CLAIM FOR RELIEF**

8 **(Violation of the Comprehensive Computer Data Access and Fraud Act,**
9 **California Penal Code §§ 502(c)(1)-(3), (7))**

10 **(All Plaintiffs against all Defendants)**

11 93. Move repeats and realleges each and every allegation contained in
12 Paragraphs 1 through 92 as if fully set forth herein.

13 94. For all of the same reasons set forth above in relation to the Third Claim
14 for Relief, Paragraphs 83 through 92, Mr. Kaminsky violated California's
15 Comprehensive Computer Data Access and Fraud Act by granting himself ongoing
16 access to Move's electronic documents stored on protected computers and accessing
17 those protected computers, computer systems, and computer networks without
18 authorization.

19 95. Mr. Kaminsky's access to Move's living, electronic documents after he
20 stopped working for Move and began working for Move's competitor CoStar was
21 knowing and without permission or authorization. Mr. Kaminsky was not authorized
22 to access Move's computers or computer network, Move's electronic files, or
23 Move's information after he departed the company. Mr. Kaminsky was aware that
24 he was not authorized to access Move's computers, network, or documents. Indeed,
25 Mr. Kaminsky warranted he would not do so.

26 96. While working for CoStar in a role managing a team of other CoStar
27 employees, Mr. Kaminsky continued to access Move's electronic documents
28 relating to topics within the scope of Mr. Kaminsky's employment with CoStar.

1 CoStar therefore vicariously accessed Move's electronic documents without
2 authorization through its employee in a management role, Mr. Kaminsky, and is
3 liable under a theory of respondeat superior.

4 97. Through this unauthorized infiltration of Move's protected computer
5 system, Defendants improperly accessed, used, and took data from a protected
6 computer system, harming Move. Mr. Kaminsky also knowingly and without
7 permission deleted nearly a thousand electronic files from a Move laptop computer,
8 including a large number of what appear to be business files, and deleted all of the
9 web browser history from Move's computer after his employment with Move ended.
10 This conduct was committed to execute Mr. Kaminsky's scheme to defraud Move
11 by stealing its confidential and proprietary information and to wrongfully obtain
12 Move's property and data.

13 98. Defendants' conduct, including Mr. Kaminsky's deletion of electronic
14 files, and Mr. Kaminsky's and CoStar's repeated access to Move's electronic
15 documents stored on a protected computer network, has substantially damaged
16 Move.

17 99. Move is accordingly entitled to injunctive relief against Defendants to
18 prevent further damage and harm to Move. *See id.* at § 502(e)(1). Move is also
19 entitled to damages, including exemplary damages and attorneys' fees, in amounts
20 to be proven at trial. *See id.* at § 502(e)(1), (2), (4).

21 **FIFTH CLAIM FOR RELIEF**

22 **(Breach of Contract)**

23 **(Plaintiffs Move, Inc., and Move Sales, Inc., against Defendant James**
24 **Kaminsky)**

25 100. Move repeats and realleges each and every allegation contained in
26 Paragraphs 1 through 99 as if fully set forth herein.

27 101. Move, Inc., Move Sales, Inc., and Mr. Kaminsky are parties to the
28 Confidentiality Agreement and the Separation Agreement.

1 102. Move, Inc., Move Sales, Inc., have substantially performed all their
2 obligations under the Agreements, including but not limited to providing
3 Mr. Kaminsky with the stated severance payment, and other benefits. If Move, Inc.,
4 or Move Sales, Inc. has not performed any obligation, it was excused from
5 performance.

6 103. Mr. Kaminsky promised in the Confidentiality Agreement to hold
7 Move's confidential, proprietary, and trade secret information in "strict confidence
8 and trust," and not to "use or disclose it" "without the prior written consent" of
9 Move. He further agreed that upon termination of his employment with Move, he
10 would "not take with [him] any documents or materials or copies thereof" containing
11 Move's confidential or trade secret information. By exfiltrating Move's confidential,
12 proprietary, and trade secret information upon the termination of his employment
13 with Move, and by continuing to access Move's documents containing confidential,
14 proprietary, and trade secret information after he stopped working for Move and
15 began working for Move's competitor, Mr. Kaminsky breached each of those
16 promises.

17 104. Also in the Confidentiality Agreement, Mr. Kaminsky agreed that he
18 would notify Move of any employment he accepted for one year following the
19 termination of his employment with Move. The Confidentiality Agreement specified
20 that the notice was to be provided "in writing by U.S. Mail, return receipt requested,
21 within ten (10) calendar days of accepting employment with any other employer[.]"
22 The notice was required to "include the name, address, and telephone number of the
23 new employer(s), the date employment begins, and the duties to be performed[.]"
24 Mr. Kaminsky did not comply with this notification requirement after he accepted
25 an offer of employment with CoStar, thereby breaching this additional provision of
26 the Confidentiality Agreement. On information and belief, Mr. Kaminsky withheld
27 this information from Move to avoid detection of the misconduct set forth in this
28 Complaint.

1 105. In the Separation Agreement, Mr. Kaminsky “represent[ed] and
2 warrant[ed]” he had returned to Move or would return to Move as soon as reasonably
3 practicable, “all tangible or intangible property or data” belonging to Move, “of any
4 type whatsoever that has been in your possession or control.” Mr. Kaminsky also
5 agreed that he would “continue to be bound by the terms of the Confidentiality
6 Agreement” and that he would hold all confidential and trade secret information “in
7 the strictest confidence,” and would not make use of such information “on behalf of
8 anyone.” He further confirmed that he had “delivered to [Move] all documents and
9 data of any nature” containing or pertaining to confidential or trade secret
10 information, and that he had “not retained any such documents or data or any
11 reproduction thereof.” By exfiltrating Move’s confidential, proprietary, and trade
12 secret information upon the termination of his employment with Move, and by
13 continuing to access Move’s live documents containing confidential, proprietary,
14 and trade secret information after he stopped working for Move and began working
15 for Move’s competitor, Mr. Kaminsky breached his warranty and each of those
16 promises to Move. Moreover, by deleting nearly 1,000 files from his company-
17 issued laptop and deleting all browsing history before returning the laptop to Move,
18 Mr. Kaminsky breached his promise in the Separation Agreement to return to Move
19 “all tangible or intangible property or data” belonging to Move “of any type
20 whatsoever,” electing to destroy electronic data belonging to Move rather than return
21 it to Move as he had promised he would do.

22 106. Mr. Kaminsky’s breaches of contract have substantially damaged
23 Move, Inc., and Move Sales, Inc., including but not limited to actual damages, lost
24 profits, harm to Move’s reputation, and the diminution of the value of its trade
25 secrets. Mr. Kaminsky’s breaches have caused and will cause irreparable injury to
26 Move, Inc., and Move Sales, Inc.

SIXTH CLAIM FOR RELIEF

(Promissory Fraud)

(Plaintiffs Move, Inc., and Move Sales, Inc. against Defendant James Kaminsky)

107. Move repeats and realleges each and every allegation contained in Paragraphs 1 through 106 as if fully set forth herein.

108. Mr. Kaminsky was notified on January 10, 2024, that his employment with Move would end effective January 19, 2024. He was also offered a generous severance package. Mr. Kaminsky immediately put into effect a plan to take electronic documents from Move.

109. On January 11 and 12, 2024, Mr. Kaminsky sent internal Move documents from his Move computer, using his Move email address, to his personal email address. He also granted his personal email account access to Move's internal cloud-based documents so he could access them after departing Move.

110. On January 25, 2024, Mr. Kaminsky "represent[ed] and warrant[ed]" that he had returned to Move, or would return to Move as soon as reasonably practicable, "all tangible or intangible property or data" belonging to Move, "of any type whatsoever that has been in [his] possession or control."

111. At the time he made these written promises, Mr. Kaminsky knew his promises and warranties were false. He was not performing them and would not be performing them. Mr. Kaminsky signed the Separation Agreement on January 25, 2024, but he had already begun taking documents from Move. He had also already begun accessing Move's documents without authorization between his last working day on January 12, 2024, and the day he signed the Separation Agreement on January 25, 2024. He had already destroyed electronic files belonging to Move that he was promising he would return to Move. Mr. Kaminsky made these false promises intending for Move, Inc., and Move Sales, Inc. to rely on them, in order to collect

1 the severance payment and other benefits Move had offered him as part of his
2 severance arrangement.

3 112. Relying on those representations, warranties, and promises, which
4 Mr. Kaminsky knew were false at the time he made them, Move paid Mr. Kaminsky
5 a severance payment and provided other benefits to Mr. Kaminsky. The Separation
6 Agreement expressly conditioned that payment upon Mr. Kaminsky's return of all
7 tangible or intangible property or data belonging to Move.

8 113. Mr. Kaminsky's fraudulent misrepresentations damaged Move, Inc.,
9 and Move Sales, Inc., including but not limited to the amount of Mr. Kaminsky's
10 severance payment and other benefits provided by Move. Mr. Kaminsky's false
11 promises were made with the intent to deceive Move, Inc., and Move Sales, Inc. He
12 acted with malice, oppression, and fraud.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Move prays for judgment as follows:

- 15 A. For an Order permanently enjoining CoStar Group, Inc., and James
16 Kaminsky from further using or disclosing Move's trade secrets and
17 confidential information and to return all of the same to Move;
- 18 B. For preliminary injunctive relief against CoStar and Mr. Kaminsky;
- 19 C. For compensatory damages according to proof;
- 20 D. For exemplary and punitive damages according to proof and as allowed
21 by law;
- 22 E. For an order disgorging Defendants of amounts by which they were
23 unjustly enriched and by which they profited from their unlawful
24 conduct;
- 25 F. For statutory damages as allowed by law;
- 26 G. For pre- and post-judgment interest;
- 27 H. For Move's reasonable attorneys' fees as a prevailing party pursuant to
28 18 U.S.C. § 1836(b)(3)(D) as well as other applicable state and federal

law, and the applicable contracts;


I. For costs and other expenses; and

J. For such other further relief as the Court deems just and proper.

Dated: November 19, 2024

JENNER & BLOCK LLP

By:



Todd C. Toral

Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: November 19, 2024

JENNER & BLOCK LLP

By:



Todd C. Toral

Attorneys for Plaintiffs